

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Silicon Valley Bank	01/15/2010
RECEIVING PARTY DATA	
Name:	Profoldrx, Inc.
Street Address:	12635 E. Montview Blvd.
City:	Aurora
State/Country:	COLORADO
Postal Code:	80045
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12940587
CORRESPONDENCE DATA	
Fax Number:	2028427899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-842-7800
Email:	tbeckwith@cooley.com
Correspondent Name:	Cooley LLP
Address Line 1:	1299 Pennsylvania Avenue, N.W.
Address Line 2:	Attn: Patent Group
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
NAME OF SUBMITTER:	Mark L. Hayman
Signature:	/Mark L. Hayman/
Date:	04/09/2013
Total Attachments: 16 source=Secured_Creditor_Purchase_Agreement#page1.tif source=Secured_Creditor_Purchase_Agreement#page2.tif	

CH \$40.00 12940587

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SECURED CREDITOR ASSET PURCHASE AGREEMENT

This SECURED CREDITOR ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of January 15, 2010, by and between SILICON VALLEY BANK, a California State Chartered Bank ("Seller"), and PROFOLDRX, INC., a Delaware corporation ("Purchaser" or "Buyer").

RECITALS

A. On or about January 16, 2008, Barofold, Inc. a Delaware corporation (the "**Borrower**"), entered into a Loan and Security Agreement (as amended, the "Loan and Security Agreement") with Seller. The Loan and Security Agreement has been subsequently amended, modified and extended. The Loan and Security Agreement together with all other documents, instruments and writings which relate to the Loan and Security Agreement are collectively referred to as the "**Loan Documents**."

B. As security for the Loan Documents, Borrower granted to Seller a security interest in all or substantially all of Borrower's assets, and proceeds thereof, (the "**Collateral**"). Lender's security interest in the Collateral is perfected by a UCC-1 Financing Statement filed September 16, 2006 against Barofold under File No. 6314595 in the Office of the Delaware Secretary of State, as amended.

C. Borrower is in default of its obligations under the Loan Documents for failure to make payments under the Loan Documents according to their terms, among other defaults and Seller has exercised its secured creditor rights.

D. On November 24, 2009, Seller gave notice of private sale in accordance with CRS § 4-9-610 and, as a result of which, Seller is authorized pursuant to CRS § 4-9-617 to transfer title to the Collateral on behalf of Borrower.

E. Seller now desires to sell certain assets (which constitute a portion of the Collateral) to Purchaser, and Purchaser desires to purchase such assets from Seller through a private foreclosure sale under CRS § 4-9-610 on the terms and conditions set forth in this Agreement (the "**Private Sale Transaction**").

F. The parties are entering into this Agreement to effectuate the Private Sale Transaction, subject to and conditioned upon the terms set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale of Transferred Assets. Seller agrees that on the Closing Date (as defined below), it shall sell to Purchaser, and Purchaser agrees to purchase from Seller through a private sale under § 9-610 of the Uniform Commercial Code, all of Borrower's right,

title and interest in and to the assets described on Exhibit A attached hereto (collectively, the "Transferred Assets").

2. Purchase Price; Non-Refundable Deposit; Payment.

- a. Purchase Price. As consideration for the sale, transfer, and conveyance of the Transferred Assets by Seller, Purchaser agrees to pay and deliver the following at Closing (collectively, the "Purchase Price") for all of the Transferred Assets:
 - i. \$600,000.00 U.S. Dollars in immediately available funds; and
 - ii. Issuance of common shares in Purchaser that immediately after giving effect to such issuance will be equal to six-and-one-half percent (6-1/2%) of the outstanding equity in Purchaser on a fully-diluted basis, as of the Closing Date; and
 - iii. Cash sufficient to reimburse Seller for its attorneys' fees incurred in connection with the transaction contemplated by this Agreement and in connection with resolution of the Hesterberg dispute as alleged in Case No. 2009CV11275 pending in the Denver District Court (the "Hesterberg Action"), up to a maximum of \$50,000.00 U.S. Dollars.
- b. Non-Refundable Deposit. Concurrently with its execution of this Agreement, Purchaser shall wire transfer \$245,000.00 (the "Non-Refundable Deposit") according to wire transfer instructions provided by Seller and shall deliver the Hesterberg Stock Consideration (defined below) according to instructions received from Seller. PURCHASER ACKNOWLEDGES AND AGREES THAT THE NON-REFUNDABLE DEPOSIT AND THE HESTERBERG STOCK CONSIDERATION SHALL BE NON-REFUNDABLE UNDER ALL CIRCUMSTANCES. The Non-Refundable Deposit shall be credited towards Purchaser's payment of the Cash Consideration at the Closing.
- c. Payment of Purchase Price. The Purchase Price shall be delivered by Purchaser to Seller at Closing as follows:
 - i. \$600,000.00, less the Non-Refundable Deposit, plus the attorneys' fees reimbursement described above in Section 2.a.iii (the "Cash Consideration") delivered via wire transfer pursuant to wire transfer instructions provided by Seller; and
 - ii. A stock certificate, in a form reasonably acceptable to Seller, issued by Purchaser in the name of Seller, or Seller's assignee, for common shares in Purchaser equal to six percent (6%) of the outstanding equity in Purchaser on a fully-diluted basis as of the Closing Date (the "Seller Stock Consideration"); and

- iii. A stock certificate, in a form reasonably acceptable to Seller, issued by Purchaser in the name of Dr. Lyndal Hesterberg, or his assignee (provided that any assignee must be an "accredited" investor within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended), for common shares in Purchaser equal to one-half of one percent (.5%) of the outstanding equity in Purchaser on a fully-diluted basis as of the Closing Date (the "**Hesterberg Stock Consideration**").

3. Obligations Assumed.

a. Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Borrower expressly listed below in this Section 3.a. (collectively, the "**Assumed Liabilities**");

- i. Costs, expenses and liabilities associated with the assumption, ownership and operation of the Transferred Assets arising after the Closing; and
- ii. Any applicable transfer tax as more fully described Section 11 below and in the Bill of Sale.

b. Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 3.a. above, Buyer shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller or of Borrower whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from Borrower's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Borrower's business. All liabilities, debts and obligations of Seller and of Borrower not expressly assumed by Buyer hereunder are hereinafter referred to as the "**Excluded Liabilities.**"

c. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Buyer of any liabilities or obligations of Seller or of Borrower under Section 3.a. above shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller or Borrower if the Closing were not consummated.

d. Books and Records. Purchaser shall comply with all applicable federal, state and local laws and regulations with respect to the books and records of Borrower delivered to Purchaser pursuant to this Agreement (the "**Books and Records**") and any and all confidential employee and customer information.

4. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 5 and 6 below, the closing of the sale (the "Closing") will be held on or before Friday, January 22, 2010. The date on which the Closing is consummated is referred to herein as a "Closing Date."

5. Seller's Conditions Precedent. Seller's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Purchaser made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrower.

c. Purchaser shall have paid and delivered the Purchase Price.

d. Purchaser shall have executed and delivered to Seller Purchaser's counterparts of (1) a Bill of Sale, (2) an Assignment and Assumption Agreement and (3) a Patent and Trademark Assignment, with respect to the Transferred Assets and Assumed Liabilities and each in form and substance acceptable to the Parties.

e. On the Closing Date, the Private Sale Transaction shall not be stayed or subject to other injunction.

6. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Seller made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrower. No litigation shall have been filed that would prevent closing or subject Purchaser to a claim for damages as a result of the transactions contemplated hereby.

c. Seller shall have executed and delivered to Purchaser Seller's counterparts of (1) a Bill of Sale, (2) an Assignment and Assumption Agreement and (3) a Patent and

Trademark Assignment, with respect to the Transferred Assets and Assumed Liabilities and each in form and substance acceptable to the Parties.

d. On the Closing Date, the Private Sale Transaction shall not be stayed or subject to other injunction.

e. The Hesterberg Action shall be settled in a written agreement acceptable to Purchaser, in its reasonable discretion, and with the Hesterberg Action to be dismissed immediately after the Closing.

7. Closing Obligations. At Closing, Purchaser will deliver to Seller (a) the Cash Consideration via wire transfer, (b) the Seller Stock Consideration as set forth in Section 2.b.ii., (c) Purchaser's executed counterparts of the documents set forth in Section 5.d. Seller will deliver to Purchaser Seller's executed counterparts of the documents set forth in Section 6.c. The parties hereto further agree to execute and deliver to the other party any other documentation reasonably required or requested by the other party to effectuate the intent of the parties to this Agreement, including documentation required by the United States or foreign patent offices (and otherwise consistent with Article 9 of the Uniform Commercial Code) necessary to implement a proper chain of title in their assignment and ownership records. Following the Closing, Purchaser will have the right to immediate possession of the Transferred Assets.

8. Representations and Warranties of Seller. Except as expressly set forth in writing in this Agreement, the Transferred Assets are being sold "AS IS" and "WHERE IS" with no representations or warranties of any kind, express or implied, oral or written, with respect to the physical condition, faults or value of the Transferred Assets. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition. Seller hereby expressly disclaims any and all warranties, express or implied, relating to the Transferred Assets, including without limitation, the warranty of merchantability and fitness for a particular purchase or any other fact or matter not expressly set forth herein. Upon the Closing, Purchaser shall assume all responsibility, shipping costs, storage costs, liability and obligation for the physical condition and status of the Transferred Assets. Seller makes no express or implied warranties, representations or endorsements whatsoever, including, without limitation, warranties of merchantability, non-infringement or fitness for a particular purpose with regard to the Transferred Assets, and Seller hereby expressly disclaims any such warranties to the maximum extent permitted by applicable law. Seller makes no representation or warranty and shall have no liability whatsoever on behalf of Seller or any third parties with regard to the operation, performance, nonperformance, quality, availability, completeness, accuracy or security any of the Transferred Assets or the delay, error, or interruption of the flow of information in connection with use of any of the foregoing. Seller has not undertaken any independent investigation (nor does Seller intend to do so) and Seller disclaims any liability as a result of or obligation to do so, to determine if there is any pending, threatened or potential inquiry, claim, investigation, litigation, proceeding or decree by any federal, state or local authority, or administrative agency, or any private party against or relating to the Transferred Assets, or if the Transferred Assets infringe any third party's intellectual property rights. Buyers are sophisticated with respect to the Transferred Assets, and in fact, have more knowledge of, and familiarity with, the Transferred Assets than Seller (who merely foreclosed on a security interest

in the Transferred Assets). Notwithstanding the foregoing, Seller represents and warrants to Purchaser, as follows:

a. Seller (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby; and (iii) is duly qualified or authorized to conduct business and is in good standing as a foreign corporation in such jurisdictions where failure to be so qualified or authorized could reasonably be expected to have a Material Adverse Effect on Seller. For purposes of the Agreement, a "Material Adverse Effect" shall mean a material adverse effect on the enforceability of the Agreement.

b. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. The execution of this Agreement by Seller constitutes, or will constitute, a legal valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

c. No consent, approval authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller (or any of its properties) is required for (i) Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. Borrower is in default of its obligations under the Loan Documents and other obligations owing to Seller and Seller has validly exercised its rights under the Loan Documents and applicable law in foreclosing on the Collateral and Transferred Assets. Seller has a valid and perfected security interest in the Collateral and Transferred Assets.

e. Seller placed Notices of Private Sale Under Uniform Commercial Code, in the form previously provided to Purchaser in the United States Mail, first class, postage prepaid, addressed to those persons on the mailing list attached to said Notices on November 24, 2009 and has otherwise complied with all applicable legal requirements to conduct and consummate the Private Sale Transaction.

9. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as follows:

a. Purchaser (i) is a duly organized corporation, validly existing, and in good standing under the laws of the State of Delaware; and (ii) has all requisite power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. No person or entity acting on behalf of Purchaser or any of its affiliates or under the authority of any of them is or will be entitled to any brokers or "finders" fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby.

10. Expenses. Except as provided in the next sentence or as otherwise provided in this Agreement, Purchaser and Seller shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

11. Transfer Taxes. Purchaser shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes or governmental charges, as levied by any taxing authority or governmental agency in connection with the transfer of Transferred Assets contemplated by this Agreement. Prior to the Closing Date, (i) Purchaser shall deliver to Seller evidence that these transactions are exempt from sales tax, or (ii) Purchaser shall remit to Seller any sales tax due as a result of these transactions. Seller hereby agrees to file all necessary documents with respect to such amounts in a timely manner. Seller acknowledges and agrees with the allocation of values among the Transferred Assets previously furnished by Purchaser to Seller.

12. Lease; Employees; Continuing Access to Books and Records.

a. Purchaser is solely responsible for negotiating an assignment of the existing lease or negotiating a new lease for any premises leased by Barofold where any of the Transferred Assets are located, if so desired by Purchaser, and the Closing under this Agreement is not contingent on such lease.

b. Purchaser is solely responsible for employing former Barofold employees as Purchaser desires to employ and the Closing under this Agreement is not contingent on any such employment.

c. Purchaser shall permit Seller and Borrower access and use of the Books and Records for wind down and similar corporate purposes that do not compete with Purchaser following the Closing Date for a period of 18 months. Such access and use shall be permitted during normal business hours and shall be conducted to minimize disruption to Purchaser's post-closing operations.

13. Survival; Indemnity. The representations of Seller and Purchaser herein shall survive Closing. Purchaser hereby agrees to indemnify, defend and hold Seller and Borrower harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys) which may be imposed on, incurred by, or asserted against Seller or Borrower, as the case may be, in any way relating to or arising out of, or alleged to relate or arise out of, any action or inaction on the part of Purchaser in connection with the Books and Records or any other confidential employee or customer information or other breach of this Agreement or misrepresentation of Purchaser contained herein. Seller hereby agrees to indemnify, defend and hold harmless Purchaser from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys) which may be imposed on, incurred by, or asserted against Purchaser in any way relating to or arising out of, or alleged to relate or arise out of, any misrepresentation by Seller of any representation made by Seller in this Agreement or other breach by Seller of any term of this Agreement; provided, however, that Seller shall not be liable under this indemnity for any amounts in excess of the Cash Consideration.

14. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three(3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Seller:

Silicon Valley Bank
ATTN: Sheila Colson
7000 North MoPac Expwy, Suite 360
Austin, TX 78731
Telephone: 512.372.6753
Facsimile: 512.794.0855
scolson@svb.com

with a copy to:

Duncan E. Barber, Esq.
Biegging Shapiro & Burrus LLP
4582 South Ulster Street Parkway
Suite 1650
Denver, CO 80237
Telephone: (720) 488-0220
Facsimile: (720) 488-7711
dbarber@bsblawyers.com

To Purchaser:

ProFoldRX, Inc.
ATTN: Matthew Brewer
1019 Confidence Dr.
Longmont, CO 80504
Telephone:
Facsimile:
Email: mbrewer@profoldrx.com

with a copy to:

Willam R. Roberts, Esq.
Roberts Law Office, LLC
2060 Broadway, Suite 250
Boulder, CO 80302
Telephone: (720) 210-5447
Facsimile:
Email: wrroberts@wrrlaw.com

15. Miscellaneous.

a. Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

b. Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

c. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this

Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

d. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

e. Further Assurances. At any time or from time to time after the Closing, without further consideration, Seller shall, at the request of Purchaser, execute and deliver such further instruments and document as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

f. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Seller. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Colorado (without reference to conflicts of law principles).

h. Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

i. Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OR IN

THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN DENVER COUNTY, COLORADO (SUCH COURT IS HEREAFTER REFERRED TO AS THE "CHOSEN COURT") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 13 OF THIS AGREEMENT.

j. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation".

k. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

l. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder without providing the other party with prior written notice; provided, however, that Purchaser shall be entitled to assign its rights under this agreement to an entity wholly-owned by it. Neither party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other party.

m. Fees and Expenses. Seller and Purchaser shall each bear their own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

n. Confidentiality. Purchaser and Seller agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other, and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the party or their legal counsel and financing sources deemed necessary to the completion of the transactions described herein.

o. Survival. The parties' representations, warranties and obligations contained in this Agreement shall survive the Closing.

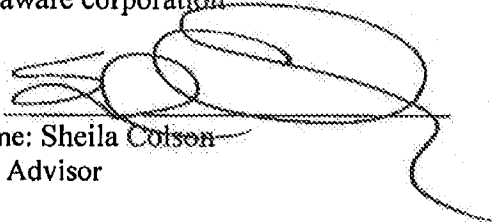
IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed
as of the day and year first above written.

SELLER:

SILICON VALLEY BANK, a California State
Chartered Bank

Pursuant to CRS § 9-617

For itself and for and on behalf of Barofold, Inc. a
Delaware corporation

By: 
Name: Sheila Colson
Its: Advisor

PURCHASER:

PROFOLDRX, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

TRANSFERRED ASSETS

All of Borrower's assets, including without limitation, the following:

All goods, accounts (including health-care receivables), equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposits accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, wherever located; and all of Borrower's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Together with all of Borrower's intellectual property, including without limitation, the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

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And, including without limitation, all of the assets listed on Schedule 1 attached hereto.

Schedule 1

Issued Patents (US and Europe)

US #6,489,450 – High Pressure Refolding of Protein Aggregates and Inclusion Bodies
US #7,064,192 – High Pressure Refolding of Protein Aggregates and Inclusion Bodies
US #6,489,450 – Methods for Protein Refolding

PCT - (WO 2002/062827) IMPROVED PROTEIN DISAGGREGATION AND REFOLDING
USING HIGH PRESSURE
PCT - (WO 2000/002901) HIGH PRESSURE REFOLDING OF PROTEIN AGGREGATES
AND INCLUSION BODIES

Patent Applications (US/PTO Number)

US20080249286/WO 2008/124134
HIGH-PRESSURE REFOLDING OF PROTEINS IN THE PRESENCE OF BINDING
PARTNERS
US20080248522/WO 2008/124139
HIGH-PRESSURE INCLUSION BODY SOLUBILIZATION AND PROTEASE
CLIPPING OF RECOMBINANT FUSION PROTEINS
US20090215998/WO 2007/062174
DEVICES AND METHODS FOR HIGH-PRESSURE REFOLDING OF PROTEINS
US20090208453/WO 2009/045553
High pressure treatment of aggregated interferons
US20080161242/WO 2008/033556
High pressure treatment of proteins for reduced immunogenicity
US20090076247/WO 2009/045553
HIGH PRESSURE REFOLDING OF MONOCLONAL ANTIBODY AGGREGATES

Description	Manufacturer	Model #	Serial #
High Pressure Homogenizer (Panda)	Niro Soavi	NS1001L2K	4317
-70° C Freezer	Forma Scientific	8425	83538-1059
Allegra X-15 Centrifuge	Beckman	Allegra X-15R	ALP07H89
Agilent Spectrophotometer	Agilent	G1103A	US53400784
HLPC-(BaroFold Unit name Pippin)			
HLPC-Pippin Component	Agilent	G1322A	JP73015901
HLPC-Pippin Component	Agilent	G1311A	DE83105582
HLPC-Pippin Component	Agilent	G1329A	DE91603107
HLPC-Pippin Component	Agilent	G1330B	DE13202549
HLPC-Pippin Component	Agilent	G1316A	US72103428
HLPC-Pippin Component	Agilent	G1314A	JP73707694
270 Dual Detector	Viscotek	270	
HPLC-(BaroFold Unit name Frodo)			
HPLC-Frodo Component	Agilent	G1322A	JP05030233
HPLC-Frodo Component	Agilent	G1311A	DE11115084
HPLC-Frodo Component	Agilent	G1329A	DE43615038
HPLC-Frodo Component	Agilent	G1330B	DE13211116
HPLC-Frodo Component	Agilent	G1316A	US82404615
HPLC-Frodo Component	Agilent	G1315A	DE91605551
HPLC-(BaroFold unit name Aragorn)			
HPLC-Aragorn Component	Agilent	G1322A	JP63202560
HPLC-Aragorn Component	Agilent	G1311A	DE11115149
HPLC-Aragorn Component	Agilent	G1314A	JP55100524
HPLC-Aragorn Component	Agilent	G1316A	DE11122038
HPLC-Aragorn Component	Agilent	G1329A	DE14908974
HPLC-Aragorn Component	Agilent	G1330A	DE82206175
Gel Dock System XR	Bio-Rad	Universal Hood II	76S/09075
E-150	BaroFold	Pre-EMT 150	10-10000A-01
E-150	BaroFold	Pre-EMT 151	10-10000A-02
E-150	BaroFold	Pre-EMT 152	10-10000A-03
E-150	BaroFold	Pre-EMT 153	10-10000A-04
E-150	BaroFold	Pre-EMT 154	10-10000A-05
E-150	BaroFold	Pre-EMT 155	10-10000A-06
2 Liter unit	BaroFold	Pre-EMT + 2 Liter	52-00001A-01
Caron Stability Chamber	Caron	6010-1	122007-6010-1-71
Caron Stability Chamber	Caron	6010-1	122007-6010-1-72
Honeywell Chart Recorder	Honeywell	DR4382	0729Y774997500001
Honeywell Chart Recorder	Honeywell	DR4382	0729Y774997600006
Dickson Chart Recorder	Dickson	TH803	7355219
2 Liter unit	BaroFold	Pre-EMT + 2 Liter	
Electric Hoist w/ Track	BaroFold	Pre-EMT + 2 Liter	
Solution Exchange System	BaroFold	Pre-EMT + Sol. Ex	
PreEMT Plus 10 Liter Loaner (Avecia UK Location)	BaroFold	Pre-EMT + 10 Liter	
PreEMT Plus 450 Liter Loaner (Avecia UK Location)	BaroFold	Pre-EMT + 450 ML	
Lab Furniture phase 3	Hansen	Bench 6	n/a
Lab Furniture phase 3	Hansen	Cabinet 1	n/a
Lab Furniture phase 3	Hansen	Cabinet 2	n/a
Air Compressor	Ingersoll Rand	17100	8059788
Millipore A10 water system	Millipore	A10	FBCN37067M
HP Proliant DL380 G5 High Performance Server	Hewlett Packard	Proliant DL380 G5	S2UX80403BN
HP Proliant DL380 G5 High Performance Server	Hewlett Packard	Proliant DL380 G5	S2UX80403B6
Great Plains Accounting Software	Microsoft Corp		